



REPLY TO  
ATTENTION OF:

**DEPARTMENT OF THE ARMY**  
**UNITED STATES ARMY NETWORK ENTERPRISE TECHNOLOGY COMMAND/**  
**9<sup>th</sup> ARMY SIGNAL COMMAND**  
**2133 CUSHING STREET**  
**FORT HUACHUCA AZ 85613-7070**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**TRANSPORTATION SECURITY ADMINISTRATION**  
**AND**  
**US ARMY NETWORK ENTERPRISE TECHNOLOGY COMMAND/**  
**9<sup>TH</sup> ARMY SIGNAL COMMAND**

**SUBJECT: US Army Network Enterprise Technology Command/9<sup>th</sup> Army Signal Command (NETCOM/9<sup>th</sup> ASC) Military Affiliate Radio System (MARS) Support to the Transportation Security Administration (TSA)**

**1. References.**

- a. Army Regulation 25-6, Military Affiliate Radio System (MARS), 30 May 86.
- b. Department of Defense Instruction 4000-19, Interservice and Intragovernmental Support, 9 Aug 95.
- c. Army MARS National Emergency Operation Plan (OPLAN) 4-02, 3 Apr 02.
- d. Transportation Security Administration Management Directive 1000.2, Interagency Agreements, 14 Jun 04.
- e. Subsections 114(m) and 106(m) of title 49, United States Code.

**2. Purpose.** This Memorandum of Understanding (MOU) documents relationships and responsibilities for MARS functions provided by NETCOM/9<sup>th</sup> ASC in support of the TSA.

**3. Problem.**

a. TSA relies on continuous communications for effective command and control of its organizational elements (OEs) throughout the United States of America. Loss or interruption to communications would have an adverse impact on the ability of TSA headquarters to coordinate responses of OEs during natural or man-made emergencies. This loss in communications service is mitigated through contingency planning for worst-case scenarios and through the use of redundant capabilities as backup and alternatives to the primary systems.

b. The primary communications service for TSA is provided by commercial telephone, data systems, and the TSA radio network.

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c. A reliable backup solution is needed to ensure the continuity of TSA's command and control function during the first 72 hours following any incident interfering with normal communications channels and to provide local, regional, and nationwide TSA communications during that time. This solution is immediately available at no cost to the TSA from NETCOM/9<sup>th</sup> ASC through the use of the existing Army MARS emergency communications network.

4. Scope. This MOU provides implementation instructions and a cooperative understanding between NETCOM/9<sup>th</sup> ASC and TSA for the use of MARS in training and emergency missions. The responsibility for administration of this MOU will be through the TSA and the NETCOM/9<sup>th</sup> ASC Assistant Chief of Staff, G-3, Operations Division, Training Integration Branch.

#### 5. Organizational/Command Relationships.

a. TSA is the Department of Homeland Security (DHS) component with primary responsibility for the security of the nation's transportation infrastructure.

b. NETCOM/9<sup>th</sup> ASC is a direct reporting unit of the Army Chief Information Officer/G-6 (CIO/G-6) and is the executive agent for the Army MARS program. Under the MARS program, military installations, units, communities, and US amateur licensed radio stations and operators provide auxiliary and emergency communications for the Army and other authorized agencies.

#### 6. Responsibilities.

##### a. TSA will –

(1) Provide to the volunteer MARS radio operators access to TSA facilities and space to allow for installation of required radio equipment consistent with operational need and security requirements.

(2) Assist in gaining necessary permissions and authority to use Very High Frequency/ Ultra High Frequency and High Frequency radio equipment within the TSA facilities.

(3) Integrate MARS capabilities into emergency planning procedures, emergency exercises, and drills.

##### b. NETCOM/9<sup>th</sup> ASC will –

(1) Upon request, provide emergency communications support to TSA. This support will include volunteer MARS radio operators, equipment, and use of the MARS radio networks.

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(2) In conjunction with the TSA, develop alert procedures and a communications support plan. The communications support plan will identify specific frequencies, call signs, and radio operator level duties.

(3) Integrate TSA plans into Army MARS emergency OPLANS.

(4) Participate in training exercises and missions with the TSA as resources are available.

(5) Provide communications interoperability with local, state, and national communication networks (i.e. Radio Amateur Civil Emergency Service, Shared Resources).

c. Resources.

(1) Support is provided, as available, from Army MARS stations and MARS volunteers at no cost to the supported activities. The support provided by MARS volunteers incurs no obligations other than individual dedication to executing the mission. Participation is strictly voluntary and is provided on a non-reimbursable basis.

(2) The TSA will provide access to emergency power, as available and required, to support the purposes of this MOU during emergency deployments.

(3) Each party shall fund its own participation in this agreement. NETCOM/9<sup>th</sup> ASC will incur no costs for support provided by the MARS volunteers.

7. Points of Contact. TSA will provide NETCOM/9<sup>th</sup> ASC with a master list of facility contacts, with updates as required. NETCOM/9<sup>th</sup> ASC will notify TSA of MARS contacts as required for operational use.

8. Effective Date. This agreement is effective upon signature by both parties and will remain in effect until rescinded or changed by mutual agreement.


9. Modification and Termination. This agreement may be modified or rescinded upon the mutual written consent of both parties.

10. Severability. Nothing in this MOU is intended to conflict with current laws, regulations, or directives of DHS, TSA, Department of Defense, Department of the Army, NETCOM/9<sup>th</sup> ASC or applicable national policies. If any of the terms of this MOU are inconsistent with such authorities, then that term shall be invalid but the remaining terms and conditions shall remain in full force and effect.

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11. Rights and Benefits. Nothing in the MOU is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right to benefit any party against the United States, its agencies or officers.

12. Periodic Review. The provisions of this agreement will remain in force and will be reviewed biennially by TSA and NETCOM/9<sup>th</sup> ASC a minimum of 60 days prior to the anniversary date of signature.

  
JAMES SCHEAR  
General Manager  
Operational Plans and Programs

6/6/06

(Date)

  
MARY BETH SHIVELY  
COL, GS  
Chief of Staff

7 Jul 06

(Date)